सत्यमेव जयते

INDIA NON JUDICIAL

Government of Karnataka

Rs. 15,000

e-Stamp

Certificate No.	:	**IN-KA81236691669138U**
Certificate Issued Date	:	12-Nov-2022 10:39 AM
Account Reference	:	NONACC (FI)/ kaksfcl08/ BANGALORE15/ KA-RJ
Unique Doc. Reference	:	SUBIN-KAKAKSFCL08683152817983 18U
Purchased by	:	SMLP ASPHALTS B B UMESHA
Description of Document	:	Article 12 Bond
Description	:	WORK AGREEMENT
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	EXECUTIVE ENGINEER BYATARAYANAPURA DIVISION BBMP
Second Party	:	SMLP ASPHALTS B B UMESHA
Stamp Duty Paid By	:	SMLP ASPHALTS B B UMESHA
Stamp Duty Amount(Rs.)	:	15,000 (FifteenThousand only)

Please write or type below this line

AGREEMENT

Agreement No. 76 **/22-23**

This agreement made on this 24th day of November 2022 Between the Executive Engineer, Byatarayanapura Division, Yalahanka Zone, Bellary Road, Byatarayanapura, Bangalore – 92, on behalf of the Commissioner, Bruhat Bangalore Mahanagara Palike, Bangalore. (Hereinafter called "the Employer") of the one part and **M/s. SMLP Asphalts, Sri B B Umesha, No. 1265, Next to Andhra Bank, Major Sandeep Unnikrishnan Road, Yelahanka New Town, Bengaluru-560064,** (hereinafter called "the Contractor") of the other part.

Statutory Alert:
1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
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ಕಾರ್ಯಪಾಲಕ ಅಭಿಯಂತರರು
ಬ್ಯಾಟರಾಯನಪುರ ವಿಭಾಗ
ಬ.ಬೆ.ಪ.ಪಾ. ಬೆಂಗಳೂರು

Whereas the Employer is desirous that the Contractor to execute the work of **PACKAGE NO. 06 (CONSISTS OF 14 WORKS)** for **Job Number: 009-23-000003, Indent No. 52489, Budget Head: P3677 Amruth Nagarothana**, Administrative Approval AS/EE(BTP)/34/2022-23, Date: 14-10-2022 and Technical Sanction No. TS/CE/(YNK)/38/2022-23, Date: 01-07-2022 of Tender Notification **No. EE/BTP/BBMP/E-PMT/10/2022-23, Dated: 04-07-2022**, (Hereinafter called "the Works") and the Employer has accepted the tender of the Contractor for the execution and completion of such works and the remedfying of any defects therein at a contract. As per the **Govt Approval no: ನಅಇ 469 ಎಂಎನ್‌ಬೈ 2022 (ಇ), ಬೆಂಗಳೂರು, ದಿನಾಂಕ: 13–10–2022** the Government has Approved for **Rs. 13,10,41,087.00 (Rupees Thirteen Crore Ten Lakh Fourty One Thousand Eighty Seven Only) Which works out +4.98% above with respect to Issue Rates as on 07-07-2022**, The **FSD 3% FSD Amount Rs. 39,33,500/-** Paid through FDR, **FDR No: 395893, Dt: 05.11.2022,** Karnataka Bank Ltd., Yelahanka New Town, **GST No: 29ABSPU3976C1ZW**.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor here by covenants with the Employer to execute and complete the works and remedy any defects therein in conformity in all aspects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the works and the remedying the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The Work shall be commenced with all Men and Machinery within 7 days from the Date of Work Order, failing which it would be presumed that the Successful Tenderer is not interested in the Work and Action will be taken to get the Work executed through Alternate Agency at the risk and cost of the Former Tenderer.
5. GST will be paid only for applicable Schedule of Rates only. And for other non-applicable items GST will not be paid.
6. Sub-Letting of work is prohibited.
7. The defect liability period is three year from the date of final bill. The Security Deposit will be refunded only after the Defect Liability Period.
8. Frequency of the quality test of all the materials and other tests have to be conducted by the contractor as per MORT&H (IVth Revision) I.R.C. guidelines and other relevant Indian standards in his laboratory or any other laboratory assigned by BBMP on his own cost in presence of Engineer / consultants appointed by BBMP
9. Works costing more than Rs.10 Lakhs are subject to third party test and the cost of the same shall be borne by the contractor.
10. For Asphalting works i.e., BM and BC those who own their hot mix plant 40-60 TPH & mechanical paver only shall apply.
11. Further Details of the Work can be obtained from the Office of the Executive Engineer, Byatarayanpura Division, BBMP office, Byatarayanpura Bangalore –92.
12. The Bank Guarantee/FDR Validity Period should be renewed well in advance before 1 month of date of expiry period in case the work is not executed in stipulated time / Up to Defect Liability Period.
13. The other contract conditions as per KW4 standard tender document.
14. Works has to be executed as per the directions of the concerned EE, AEE and AE.
15. The following documents shall be deemed to form and be read and Construed as part of this Agreement, viz.:
    a. Letter of Acceptance;
    b. Notice to proceed with the works;
    c. Contractor's Tender as per e-proc Portal.
    d. Contract Data as per e-proc Portal.;
    e. Conditions of contract (including Special Conditions of Contract);
    f. Specifications;
    g. Drawings;
    h. Bill of quantities; and
    i. Any other document listed in the Contract Data as forming part of the contract.

In witness where of the parties there to have caused this Agreement to be executed the day and year first before written.

The Common Seal of was hereunto affixed in the presence of: 1)_____

2)_____

Signed, Sealed and Delivered by the said Executive Engineer, Byatarayanapura Division, Yalahanka Zone, Bruhat Bengaluru Mahanagara Palike.

Binding Signature of Contractor _____

In the presence of:

Binding Signature of Employer:

Executive Engineer
Byatarayanapura Division
B.B.M.P. Bangalore –92.

ಕಾರ್ಯಪಾಲಕ ಅಭಿಯಂತರರು
ಬ್ಯಾಟರಾಯನಪುರ ವಿಭಾಗ
ಬೃ.ಬೆ.ಮ.ಪಾ., ಬೆಂಗಳೂರು